IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH AT HYDERABAD

THE HON'BLE SRI JUSTICE GOPALAKRISHNA TAMADA

Writ Petition No.1476 of 2004

Dated: 19-09-2007

Between:

Atiq Fatimah, w/o Syed Abdul Quader,
Proprietor of A. K. Stone Company,
r/o H.No.1-4-877/1, Bakaram,
Hyderabad.

... Petitioner

and

1. The Assistant Divisional Engineer,
   Central Power Distribution Company of Andhra Pradesh,
   Habsiguda, Secunderabad and another.

... Respondents

ORDER:

Petitioner, Proprietor of M/s. A.K. Stone Company, filed the present writ petition seeking a *mandamus* to direct first respondent not to disconnect the power supply to M/s. A.K. Stone Company, No.B-V5, IDA Nacharam, Ranga Reddy District on the ground that there are dues pertaining to 1993.

2. Brief facts are that the petitioner entered into an agreement of

sale with the respondent Corporation i.e. the Andhra Pradesh Industrial Infrastructure Corporation Limited (APIICL) on 02-03-1998 and thereafter a regular sale deed was executed by APIICL on 23-04-2001 in favour of the petitioner. The petitioner came into possession of the industrial shed bearing No.B-V5 IDA Nacharam, Ranga Reddy District on the date of agreement of sale i.e. on 02-03-1998. However, first respondent approached the petitioner and stated that as per the list prepared by the office the said industrial shed is due an amount of Rs.94,266-75ps. towards arrears and thus demanded payment of the said amount and also threatened to disconnect the power supply. Questioning the said action, the petitioner filed the present writ petition.

3. Despite the fact that the respondents are served with the notices, they have not chosen to file any counter affidavit.

4. From the facts narrated by the learned counsel for the petitioner, it is clear that the agreement of sale was executed on 02-03-1998 and possession of the industrial shed was handed over to the petitioner only on the date of agreement of sale. At the same time, it is also clear that the dues alleged to have been payable by the industrial shed are for the period prior to the agreement of sale in question. As these aspects are not controverted by the respondents, by filing a counter affidavit, this Court has no option, but to accept the contention put forth by the learned counsel for the petitioner. May be the earlier owner, who owned the said industrial shed is in arrears of the said dues, but for that the first respondent cannot penalize the petitioner and threaten her that they will disconnect the power supply to the industrial shed bearing No.B-V5, IDA Nacharam, Ranga Reddy District, if she fails to pay the dues.

5. Accordingly, the writ petition is allowed and the first respondent is directed not to disconnect the power supply to the industrial shed bearing No.B-V5, IDA Nacharam, Ranga Reddy District, on the ground that there are dues pertaining to 1993.

JUSTICE GOPALAKRISHNA TAMADA

Dt.19-09-2007
GLV